

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF CALIFORNIA**

BANK OF AMERICA, N.A.,

Plaintiff,

v.

CAPITAL MED FARMS, LLC, ET AL.,

Defendant.

Case No.: 2:24-cv-02309-DJC-CKD

ORDER

Pursuant to the Parties' Stipulation for Dismissal, ECF No. 49, for and in consideration of the recitals, covenants, releases, and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Court ORDERS as follows:

1. The recitals contained in the Parties' stipulation are incorporated into and made a part of this Order.
2. Just Farms agrees and acknowledges that the Subordination Clause in the Contract is valid and enforceable.
3. Just Farms agrees that the effect of the Subordination Clause is to subordinate Just Farms' statutory lien to BOA's priority lien in the Collateral.

4. Just Farms agrees that it does not contend, and will not contend in any further action or proceeding, that (i) the Subordination Clause is invalid or unenforceable, or (ii) Just Farms' statutory lien in the Collateral is superior to or higher in priority to BOA's security interests in the Collateral.
5. BOA agrees to dismiss Just Farms from the Litigation with prejudice.
6. Each party releases the other from any claims arising out of payments previously made by ASSI to either party.
7. Each party shall bear its own attorneys' fees and costs.

Dated: November 26, 2024

/s/ Daniel J. Calabretta

THE HONORABLE DANIEL J. CALABRETTA
UNITED STATES DISTRICT JUDGE